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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

	Application No.	Applicant(s)
Office Action Summary	09/693,288	JERDING ET AL.
	Examiner	Art Unit
	JASON K. LIN	2425

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on _02 December 2010_.
2a) ☒ This action is **FINAL**.   2b) ☐ This action is non-final.
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) _83-111_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.
6) ☒ Claim(s) _83-111_ is/are rejected.
7) ☐ Claim(s) _____ is/are objected to.
8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.
10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a) ☐ All   b) ☐ Some * c) ☐ None of:

      1. ☐ Certified copies of the priority documents have been received.

      2. ☐ Certified copies of the priority documents have been received in Application No. _____.

      3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO-SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1.   This office action is responsive to application No. 09/693,288 filed on 12/02/2010.

Claims 83-111 are pending and have been examined.

Priority

2.   Applicant's claim for domestic priority under 35 U.S.C. 119(e) is acknowledged.

However, the provisional application (60/214,987) upon which priority is claimed fails to

provide adequate support under 35 U.S.C. 112 for claims 83-107 of this application.

While the provisional application discloses the general concept of facilitating the

extension of a rental, the examiner cannot find support for the claimed limitation for

"receiving . . . a first user input enabling the user to extend the access duration from the

first value to a second value, based upon a third value specified by the user" set forth in

claims 83 and 96. In particular, the provisional application discloses that the MSO may

set-up extendable rental options (Rental Extension Options – Page 3) and that the user

may extend a rental (Ease of Use – Page 7), but the provisional application does not

clearly tie the two concepts together. For example, it is unclear if the user is provided

with the ability to establish a particular extension period based upon a value specified

by the user or if the MSO simply establishes a set/automatic rental extension period for

a given program. Claims 86, 88, 94, 99, 101, and 106 are not supported as it is unclear

that the "selectable option" is necessarily provided "during the first access duration" as

opposed to after the expiration of the "first access period". Claims 89 and 102 are not

supported as the earlier filling is silent as to "providing the user with information

indicating an amount of playing time corresponding to a remainder of the on-demand

movie". Claim 91 is not supported as the provisional application is silent with respect to

the usage of different prices for extended access duration periods.

3.   Applicant's claim for domestic priority to US App No. 09/590,520 under 35

U.S.C. 120 is acknowledged. However, the application upon which priority is claimed

fails to provide adequate support under 35 U.S.C. 112 for claims 83-107 of this

application. As aforementioned, the examiner cannot find support for the claimed

limitation for "receiving . . . a first user input enabling the user to extend the access

duration from the first value to a second value, based upon a third value specified by the

user" as set forth in claims 83 and 96". Accordingly, the instant application shall be

evaluated on the basis of its filing date of 20 October 2000.

Response to Arguments

4.   Applicant's arguments filed 12/02/11 have been fully considered but they are not

persuasive.

A)   Applicants assert on P.13 that "Applicant's respectfully disagree that it would be

obvious to modify Goode's system with the teachings of Vellandi. For instance,

Vellandi's system requires continual processing to determine whether termination of

exclusive access is warranted or not, whereas Goode's system affords a user the

opportunity to select extended viewing terms at the outset of the purchase and forget

about it (i.e., no longer dedicating any processing resources to that determination). For

instance, col 6, line 44-49 of Vellandi is compared to col. 14, line 66 – col. 15, line 2 of

Goode below…"

In response, the examiner respectfully disagrees. The statement that "Vellandi's

system requires continual processing…" is a mischaracterization. The "subsequent

requests" referred to in Vellandi is the user's request to the server, the first request to

gain access to the material, and the subsequent request {second request} to renew

access to the material. This is clearly described in Fig.3 and Col 6: lines 18-40 {user's

initial request to the server for access to the book}, and Col 6: lines 44-58 {user's

second request to the server to renew/extend access, if no request is received, user

access to book will be terminated}. Vellandi's system doesn't require continual

processing. It merely only requires that another request be made to renew access to

the material, and doesn't require continual processing as characterized by the applicant.

Even in Goode, the process isn't merely just extended the material initially one time and

processing power would no longer be allocated to it. The system would still have to

allocate some processing power to the material in order to know when regular/extended

access will be expired, so that it can stop the user from accessing pass the time that

was granted. In addition, both references teaches extension of viewing time, but Goode

did not teach receiving by the client during the access duration a user input to extend

access duration, for which Vellandi was brought in to teach. Therefore, although this

may seem like the same task of extension, but Vellandi's task of extending is an

improvement over Goode, for which it was brought in to be taught in combination with

Goode. Vellandi does not require much more continual processing than that is required

of Goode as characterized by the applicant, but instead only requires receiving

subsequent user request after the initial request to merely renew access to the material

that was given to the user after the first initial request. Therefore Vellandi is not at all

that different from Goode, making them not combinable. On the contrary as evidenced

above in Examiner's remarks, it would have been obvious to modify Goode, as taught

by Vellandi for the advantages as stated in the office action below.

B)   Applicant's further assert on P.14: lines 1-23 that "As another example of why the

modification of Goode by the teachings of Vellandi is not obvious is that what works with

Vellandi does not necessarily work with Goode… In other words, a request for access

along with the cookie appears to be the trigger for an auto-extension. Imagine this

system used in an on-demand system such as Goode, where every time the user has

completed the on demand movie, a $4 movie might become a $200 movie, much to the

chagrin of the user…"

In response the examiner, respectfully disagrees. Even taking applicant's

scenario, Vellandi in combination with Goode would not result in such outrageous

charges to the user. For example, please see Col 7: lines 18-38 of Vellandi where they

address the possibility of subscribers obtaining an inordinate number of extensions.

Take for example, but not solely limited, the requirement where more requests from the

user be received before extension, or reducing the period of extension as the number of

extension increases. Although these particular examples are non-limiting, Vellandi does

provide safeguards for protecting against unlimited extensions. Therefore, even in the

example suggested by the applicant, each time the user implements VCR-type control,

an extension of time would not be granted each time. Therefore, Vellandi does work

with Goode.

C)   Applicant's further assert on P.14: line 23 – P.15: line 8, that "For instance, col. 6,

lines 1-10 of Vellandi… This concept of unavailability of a given book title during one

other's viewing time (e.g, see also, col. 2, lines 55-67 of Vellandi) is unlike on demand

video. For instance, in an on demand system with VCR-type controls, such as

described in Goode (e.g., col. 3, lines 1-5), use by one person of a given title does not

prevent another from using that title as part of another session, absent perhaps

bandwidth constraints. In contrast, it appears that one user's viewing of a book appears

to prevent another's viewing of that book…"

In response the examiner respectfully disagrees. First, let us distinguish

between what a material or book and a title is. A title is merely just the name of the

content. While a material or book is a the content itself which can consist of multiple

contents of the same title. Vellandi's system is basically like an electronic library. In

typical commercial electronic licensing of content, a vendor has a license to loan out a

copies of a single title, while after the copies covered by the license of the title has been

loaned out, no further copies can be loaned until the previous ones has been returned.

Since Vellandi is an electronic library system, especially one that is online, that would

serve a huge group of people, it would be hard to believe such a library would only

always have only one copy of a title available for lending. Vellandi referring to another

user not being able to view the same book when a user is already viewing that book,

does not mean that a user cannot use that same title as part of another session.

Instead it means that the copy of the book (i.e., one of the many copies available for a

particular title) would not be available for lending to another user. Therefore, in

Vellandi, the use of a given title does not prevent another from using that title as part of

another session, rather, use of a book (given copy of a title, which is only one of the

many copies that would be available) prevents another from using that same copy as

part of another session. Just as in a VOD system, there are different copies of the

same title that are streamed to different users. It is the copies that are streamed that

another user cannot view, but another copy of the title is not prevented from being

accessed by another user. Vellandi works in the same way. In a VOD system, the

vendor also has to be granted a license, or some flat fee, or is charged for the number

of users allowed access to the particular VOD asset at that time. Therefore, the system

of Vellandi and Goode are similar type of asset provision systems, and are compatible

with one another in combination.

D)   In response to Applicant's assertions on P.15: lines 9-15 please see examiner's

response in parts (A)-(C).

        Applicant's further assert on P.15: lines 15-19 that "… should a user

implementing Vellandi's system in an on demand environment (assuming arguendo that

is possible) neglect to operate a stream control mechanism in the latter portion of the

movie, he or she would reach the end of the movie without a suitable mechanism to

extend or renew during the access duration, unlike Applicants' claimed embodiment."

In response, the examiner respectfully disagrees. Examiner, is unsure as to what the applicant may be alluding to. Applicant's claimed invention only refers to "receiving, by the interactive media service client **during the access duration**, a first user input enabling the user to extend the access duration. Applicants' invention does not seem to claim otherwise. Applicant's invention claims extension of content is done **during the access duration** exactly just like Vellandi, so Vellandi is like Applicant's claimed invention, and not unlike it, as stated by the Applicant.

E)   In response to applicant's assertions on P.15: lines 20-26, please see Examiner's response in part (A) and (B) above.

Applicant's further assert on P.15: line 26 – P.16: line 5, that "… it is noted that the bandwidth is still used – whether by the user with original exclusive access or the user who was waiting to access the book, with no apparent benefit in combining these teachings…"

In response the examiner respectfully disagrees. The teachings of Vellandi, try to do just that, avoid unnecessary use of bandwidth. Col 6: line 59 – Col 7: line 2 teaches termination of the book upon expiration of a predetermined time period when no request is received by the subscriber for an extension of the book. This helps in keeping bandwidth freed for other users of the network that may be accessing either that book title or some other book title. Available bandwidth is efficiently maintained to be utilized by all where connections that had been established are not being wasted

when not being actively used by previous users, providing immediate bandwidth

benefits to the combined inventions of Goode and Vellandi.

F)   Applicant's assert on P.16: lines 6-29 that "…In the control of a subscriber, what

motivation is there to select a shorter extension term than a longer one, especially if

there is no cost disincentive to do so? Further, there is nothing to suggest that Goode

requires some limit to a specified extension period. Accordingly, it is not reasonable to

allege that the combination is obvious when the same or worse results can be expected

as a possibility…"

In response, the applicant respectfully disagrees. Applicant's claims do not call

for a cost associated with each particular extension period except in dependent claim

91. The applicant is speculating as to what the user would do. The claim limitation "an

extension value specified by the user" in question that is taught by Noguchi resides in

the independent claim and nowhere in that claim does it require that a specific cost is

associated with a particular extension period. Furthermore, as seen in Noguchi Figs.13

& 14, Col 7: line 66 – Col 8: line 2 teaches a fee for corresponding rental terms.

Therefore, Noguchi does have a system in place for collection of money, and would not

necessarily provide no cost disincentive for selection of particular extension periods. In

claim 91, Goode, Vellandi, and Noguchi did not explicitly teach charging the user a first

price in connection with the access duration; and charging the user a second price in

connection with the extended access duration, wherein the first price is different from

the second price as claimed in Applicant's dependent claim 91 for which Fingerman was

brought in to teach. Therefore, applicant's assertions are moot.

G)   In response to applicant's assertions on P.17 – P.21, please see examiner's

response in parts (A)-(F) above.

In view of applicant's arguments and the Examiner's response above, the Examiner

continues to maintain the ground(s) of rejection.

Claim Rejections - 35 USC § 103

5.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

6.   **Claims 83-88, 90, 93-101, 103, and 105-111** are rejected under 35 U.S.C.

103(a) as being unpatentable over Goode et al. (US 6,166,730), in view of Vellandi (US

6,385,614), and further in view of Noguchi (US 5,715,169).

                Consider **claim 83,** Goode teaches a method of providing a media service

to a user via an interactive services client (118-Fig.1) coupled to a programmable

media services server device (106-Fig.1), the method comprising:

receiving, by the interactive media services client, a movie identification identifying an on-demand movie without a scheduled broadcast time (Fig. 7, Col 14: line 63 – Col 15: line 33, Col 15: lines 43-54 teaches the user purchasing an on-demand title {movie identification} by interacting with the system via the user's set top box {interactive media services client}, whereupon purchase the movie begins playing or otherwise starts distribution of the stream to the user. Col 2: line 66 - Col 3: lines 17 teach the information on the system is available in an on demand basis);

assigning an access duration having a first value to the movie, responsive to receiving the movie identification, the access duration associated with the interactive media services client (Col 14: lines 11-25, 47-50, Col 15: lines 8-22 teaches when a movie is purchased an open session is determined containing a use time and a view time, where use time is the actual time a user is allowed to physically watch a title and view time is the actual amount of time that the title is available for the user to watch);

receiving, by the interactive media services client during the access duration, at least a portion of the on-demand movie from a server located remotely from the interactive media services client (Col 14: line 55 - Col 15: line 34 teaches during the open session when the user can still view the movie based on the use time and view time available, the movie is sent by the server to the user when the user has selected to play the movie);

receiving, by the interactive media services client during the access

duration, a user input (Fig.8, Col 15: lines 43-65 teaches receiving a user input

during the access duration);

enabling, by the interactive media services client, the user to access the

on-demand movie during an extended access duration (Col 14: line 67 – Col 15:

line 2 teaches an extended viewing time. Fig.8, Col 15: lines 43-65 teach

providing access to the movie during an access duration).

Although Goode discloses an extended viewing time, he does not

explicitly teach receiving by the client during the access duration, a first user

input enabling the user to extend the access duration from the first value to a

second value, based upon a third value specified by the user; and

enabling, the user to access the content during the extended access

duration, responsive to receiving the first user input.

In an analogous art, Vellandi teaches receiving by the client during the

access duration, a first user input enabling the user to extend the access duration

from the first value (30 minutes) to a second value (further period of exclusive

access), based upon a third value; and enabling, the user to access the content

during the extended access duration, responsive to receiving the first user input

(Col 2: line 51 – Col 3: line 18 teaches during the predetermined period {end of

predetermined period is 1st value} of exclusive access to content, a viewer can

renew or extend the period of time {end of extended period of time is 2nd value} if

an associated request {causes system to extend period by an x amount of time is the 3rd value} is received by the system, whereby exclusive access to the content is extended for a period of time for the user).

Therefore, it would have been obvious to a person of ordinary skill in the art to modify Goode's system to include receiving by the client during the access duration, a first user input enabling the user to extend the access duration form the first value to a second value, based upon a third value; and enabling, the user to access the content during the extended access duration, responsive to receiving the first user input, as taught by Vellandi, for the advantage of providing the user with extended viewing time for content, allowing them to view content multiple times as desired and/or complete viewing at their own leisure, without feeling rushed, also efficiently maintaining available bandwidth of the system granting access only to those that require continued access to the content, providing users with a more flexible and convenient entertainment experience.

The combination of Goode and Vellandi teach extending the access duration by a third value, which is determined by the system, but do not explicitly teach that an extension value (third value) specified by the user;

In an analogous art, Noguchi teaches an extension value specified by the user (Figs.7&13, Col 7: lines 59-65 teach a new rental screen where a user can specify a rental term of a title during the process of NEW RENTAL. Col 8: lines 66 – Col 9: lines 10 teach rental continuation where the processes are the same as those in the case of new rental mode other than the process of writing title

data into memory. Since the processes are the same as new rental mode, in rental continuation mode, the user is also able to specify a continuation term utilizing the values for extension as shown on Fig.13).

Therefore, it would have been obvious to a person of ordinary skill in the art to modify the system of Goode and Vellandi to include an extension value specified by the user, as taught by Noguchi, for the advantage of providing more user control to the access extension process, adding more flexibility to the system and not limiting the user to a system specified extension period.

Claim 96 is rejected wherein the method set forth in claim 83 is implemented via a system comprising "at least one memory having stored thereon program code" (Goode – 402-Fig.4) and "at least one processor that is programmed by at least the program code (Goode – 400-Fig.4) (Goode - Col 15: lines 8-33)

Consider **claims 84 and 97,** Goode, Vellandi, and Noguchi teaches further comprising the step of: providing the user with pricing information related to the extended access duration (Noguchi – Fig.13; Col 7: line 66 - Col 8: line 2).

Consider **claims 85 and 98,** Goode, Vellandi, and Noguchi teach further comprising: providing, by the interactive media services client, the user with a

selectable option, the selectable option being configured to enable the user to extend the access duration from the first value to the second value; and receiving by the interactive media services client a user input corresponding to the selectable option (Vellandi - Col 2: line 51 – Col 3: line 18 teaches during the predetermined period {end of predetermined period is 1st value} of exclusive access to content, a viewer can renew or extend the period of time {end of extended period of time is 2nd value} if an associated request {causes system to extend period by an x amount of time is the 3rd value} is received by the system, whereby exclusive access to the content is extended for a period of time for the user. Noguchi - Col 8: lines 66 – Col 9: lines 10 teach rental continuation where the process are the same as those in the case of new rental mode other than the process of writing title data into memory. Col 7: lines 59-65 teaches being able to specify a rental term. Fig.13, user can specify 1-9 days {extension value}).

Consider **claims 86 and 99,** Goode, Vellandi, and Noguchi teach further comprising: providing, by the interactive media services client, the user with a selectable option during the first access duration, the selectable option being configured to enable the user to extend the access duration from the first value to the second value; and receiving by the interactive media services client the first user input corresponding to the selectable option (Vellandi - Col 2: line 51 – Col 3: line 18 teaches during the predetermined period {end of predetermined period is 1st value} of exclusive access to content, a viewer can renew or extend the

period of time {end of extended period of time is 2nd value} if an associated request {causes system to extend period by an x amount of time is the 3rd value} is received by the system, whereby exclusive access to the content is extended for a period of time for the user. Noguchi - Col 8: lines 66 – Col 9: lines 10 teaches rental continuation where the process are the same as those in the case of new rental mode other than the process of writing title data into memory. Col 7: lines 59-65 teaches being able to specify a rental term. Fig.13, user can specify 1-9 days {extension value}).

Consider **claims 87 and 100,** Goode, Vellandi, and Noguchi teach further comprising: providing, by the interactive media services client, the user with a plurality of selectable options, each of the selectable options being configured to enable the user to extend the access duration from the first value according to the corresponding value of a selected option from the plurality of options, the plurality of selectable options including one corresponding to the third value; and receiving by the interactive media services client the first user input corresponding to the one of the selectable options corresponding to the third value (Vellandi - Col 2: line 51 – Col 3: line 18 teaches during the predetermined period {end of predetermined period is 1st value} of exclusive access to content, a viewer can renew or extend the period of time {end of extended period of time is 2nd value} if an associated request {causes system to extend period by an x amount of time is the 3rd value} is received by the system, whereby exclusive

access to the content is extended for a period of time for the user. Noguchi - Col

8: lines 66 – Col 9: lines 10 teaches rental continuation where the process are

the same as those in the case of new rental mode other than the process of

writing title data into memory. Col 7: lines 59-65 teaches being able to specify a

rental term. Fig.13, user can specify 1-9 days {extension value}).

Consider **claims 88 and 101,** Goode, Vellandi, and Noguchi teach further

comprising: providing, by the interactive media services client, the user with a

plurality of selectable options during the first access duration, each of the

selectable options being configured to enable the user to extend the access

duration from the first value to the second value; and receiving by the interactive

media services client the first user input corresponding to the one of the

selectable options (Vellandi - Col 2: line 51 – Col 3: line 18 teaches during the

predetermined period {end of predetermined period is 1st value} of exclusive

access to content, a viewer can renew or extend the period of time {end of

extended period of time is 2nd value} if an associated request {causes system to

extend period by an x amount of time is the 3rd value} is received by the system,

whereby exclusive access to the content is extended for a period of time for the

user. Noguchi - Col 8: lines 66 – Col 9: lines 10 teaches rental continuation

where the process are the same as those in the case of new rental mode other

than the process of writing title data into memory. Col 7: lines 59-65 teaches

being able to specify a rental term. Fig.13, user can specify 1-9 days {extension value with plurality of selectable options}).

Consider **claims 90 and 103,** Goode, Vellandi, and Noguchi teach further comprising: providing the user with information identifying a plurality of prices, wherein each of the plurality of prices corresponds to a respective one of the plurality of selectable options (Noguchi - Col 8: lines 66 – Col 9: lines 10 teaches rental continuation where the process are the same as those in the case of new rental mode other than the process of writing title data into memory. Col 7: lines 59-65 teaches being able to specify a rental term. Fig.13, user can specify 1-9 days {extension value}. Col 7: line 66 - Col 8: line 2 teaches collecting the fee corresponding to the rental term, and as such there is a corresponding fee for each different rental term {plurality of prices}).

Consider **claims 93 and 105,** Goode, Vellandi, and Noguchi teach further comprising: prior to the step of receiving the first user input, providing the user with information indicating an amount of time remaining in the access duration (Goode et al. reference explicitly incorporates a detailed description of the navigator presented in the Gordon et al. US 6,208,335 reference, Col 11: lines 12-15. As illustrated in Fig.17 of the Gordon et al. reference, the system provides said user with information specifying the time in which the access duration expires or information indicating an amount of time remaining in the

access duration. For example, assuming it is currently 5:58 PM, an informational

message specifying that the movie is going to expire at 8:58PM Tonight is

indicative of 3 hours remaining the in rental. The claim does not require that the

message specify the actual amount of time remaining. This screen may be

presented any point in time during the first access duration or prior to the first

user input associated with ordering of a media presentation, Goode - Fig.11; Col

17: lines 55-67).

Consider **claims 94 and 106,** Goode, Vellandi, and Noguchi teach further

comprising: outputting, by the interactive media services client, during the access

duration said at least a portion of the movie to a television coupled to the

interactive media services client (Goode – Fig.1, Fig.7 teaches playing the movie.

Col 14: lines 11-25 teaches allowing user access to the on-demand movie during

the access duration. Vellandi - Col 2: line 51 – Col 3: line 18 teaches the user

having extended access to the content during the extended access duration.

Noguchi - Fig.13, Col 8: lines 66 – Col 9: lines 10, Col 7: lines 59-65 teaches

allowing uses to specify a specific rental continuation. Col 6: lines 45-60 teaches

providing access of the title to the user when the counter has not reached zero);

interrupting, by the interactive media services client, the output of the on-

demand movie during the access duration, responsive to a second user input,

wherein the interruption occurs at a current location; resuming the output of the

on-demand movie at the current location, by the interactive media services client,

during the access duration, responsive to a third user input (Goode - Col 3: lines

1-3, Col 14: lines 3-25 teaches providing users with interactive control such as

fast-forward, rewind, pause, play, etc wherein in order to support these

commands the concept of an open system has been implemented where a user

has access to a movie during the given access duration. *Users can pause {2nd*

user input} and then play/unpause the movie to resume viewing on the same

device. Col 15: line 43 – Col 16: line 7 teaches allowing the user to stop the

presentation and resume at the point where they left off); and

receiving, by the interactive media services client, during a period between

interrupt and the resume, the first user input enabling the user to extend the

access duration from the first value to the second (Goode - Col 3: lines 1-3, Col

14: lines 3-25 teaches providing users with interactive control such as fast-

forward, rewind, pause, play, etc wherein in order to support these commands

the concept of an open system has been implemented where a user has access

to a movie during the given access duration. *Users can pause {2nd user input}*

and then play/unpause the movie to resume viewing on the same device.

Vellandi - Col 2: line 51 – Col 3: line 18 teaches during the predetermined period

{end of predetermined period is 1st value} of exclusive access to content, a

viewer can renew or extend the period of time {end of extended period of time is

2nd value} if an associated request {causes system to extend period by an x

amount of time is the 3rd value} is received by the system, whereby exclusive

access to the content is extended for a period of time for the user. *Renewed*

access can be received by the client anytime in between the access duration.

Noguchi - Col 8: lines 66 – Col 9: lines 10 teaches rental continuation where the process are the same as those in the case of new rental mode other than the process of writing title data into memory. Col 7: lines 59-65 teaches being able to specify a rental term. Fig.13, user can specify 1-9 days {extension value}. In the combined invention, the device is able to receive a request to extend an access duration for a specified value, anytime during the initial access duration including in between interrupt and resume).

Consider **claims 95 and 107,** Goode, Vellandi, and Noguchi teach further comprising: during the extended access duration: outputting, by the-interactive media services client, at least a second portion of the on-demand movie to a television coupled to the interactive media services client (Goode - Col 14: lines 11-25 teaches allowing user access to the on-demand movie during the access duration. Vellandi - Col 2: line 51 – Col 3: line 18 teaches the user having extended access to the content during the extended access duration. Noguchi - Fig.13, Col 8: lines 66 – Col 9: lines 10, Col 7: lines 59-65 teaches allowing uses to specify a specific rental continuation. Col 6: lines 45-60 teaches providing access of the title to the user when the counter has not reached zero).

Consider **claims 108 and 110,** Goode, Vellandi, and Noguchi teach further comprising the step of: granting the interactive media services client

access to the movie until the access duration has expired (Goode - Col 14: lines 11-25 teaches allowing user access to the on-demand movie during the access duration. Vellandi - Col 2: line 51 – Col 3: line 18 teaches the user having extended access to the content during the extended access duration. Noguchi - Fig.13, Col 8: lines 66 – Col 9: lines 10, Col 7: lines 59-65 teaches allowing uses to specify a specific rental continuation. Col 6: lines 45-60 teaches providing access of the title to the user when the counter has not reached zero).

Consider **claims 109 and 111,** Goode, Vellandi, and Noguchi teach further comprising the step of: granting the interactive media services client access to the movie during the whole of the access duration (Goode - Col 14: lines 11-25 teaches allowing user access to the on-demand movie during the access duration. Vellandi - Col 2: line 51 – Col 3: line 18 teaches the user having extended access to the content during the extended access duration. Noguchi - Fig.13, Col 8: lines 66 – Col 9: lines 10, Col 7: lines 59-65 teaches allowing uses to specify a specific rental continuation. Col 6: lines 45-60 teaches providing access of the title to the user when the counter has not reached zero).

7. **Claims 89, 92, 102, and 104** are rejected under 35 U.S.C. 103(a) as being unpatentable over Goode et al. (US 6,166,730), in view of Vellandi (US 6,385,614), in view of Noguchi (US 5,715,169), and further in view of White et al. (US 6,628,302).

Consider **claims 89 and 102,** Goode, Vellandi, and Noguchi teach receiving the first user input corresponding to one of the selectable options (Vellandi - Col 2: line 51 – Col 3: line 18; Noguchi – Fig.13, Col 8: lines 66 – Col 9: lines 10, Col 7: lines 59-65), but do not explicitly teach that prior to that, providing the user with information indicating an amount of playing time corresponding to a remainder of the on-demand movie, the remainder being calculated from a current interruption point in the on-demand movie video presentation.

In an analogous art, White teaches providing the user with information indicating an amount of playing time corresponding to a remainder of the on-demand movie, the remainder being calculated from a current interruption point in the movie video presentation (Col 4: lines 38-49 teaches providing the user with information indicative of the amount of time remaining in a movie responsive to the movie being paused).

Therefore, it would have been obvious to a person of ordinary skill in the art to modify the system of Goode, Vellandi, and Noguchi to include providing the user with information indicating an amount of playing time corresponding to a remainder of the on-demand movie, the remainder being calculated from a current interruption point in the movie video presentation, as taught by White, for the advantage of providing the user with helpful information in order to properly plan their television viewing (ex. Is there enough time for me to finish watching the moving before dinner).

Consider **claims 92 and 104,** Goode, Vellandi, and Noguchi prior to the step of receiving the first input, providing the user with information indicating when access duration expires (Goode explicitly incorporates a detailed description of the navigator presented in Gordon et al. US 6,208,335 reference Col 11: lines 12-15. As illustrated in Fig17 of the Gorden et al. reference, the system provides the user with information specifying the time in which the access duration expires. This screen may be presented any point in time during the first access duration or prior to the first user input associated with ordering of a media presentation, Goode – Fig.11, Col 17: lines 55-77).

Goode, Vellandi, and Noguchi do not explicitly teach providing the user with information indicating that there is insufficient time remaining in the access duration to enable the user to view a remainder of the on-demand movie.

In an analogous art, White teaches providing the user with information indicating that there is insufficient time remaining in the access duration to enable the user to view a remainder of the on-demand movie (Col 4: lines 38-49 teaches providing the user with information indicative of the amount of time remaining in a movie responsive to the movie being paused).

Therefore, it would have been obvious to a person of ordinary skill in the art to modify the system of Goode, Vellandi, and Noguchi to include providing the user with information indicating that there is insufficient time remaining in the access duration to enable the user to view a remainder of the on-demand movie,

as taught by White, for the advantage of providing the user with helpful information in order to properly plan their television viewing (ex. Is there enough time for me to finish watching the moving before dinner).

8.   **Claim 91** is rejected under 35 U.S.C. 103(a) as being unpatentable over Goode et al. (US 6,166,730), in view of Vellandi (US 6,385,614), in view of Noguchi (US 5,715,169), and further in view of Fingerman et al. (US 7,143,430).

Consider **claim 91,** Goode, Vellandi, and Noguchi do not explicitly teach further comprising: charging the user a first price in connection with the access duration; and

charging the user a second price in connection with the extended access duration, wherein the first price is different from the second price.

In an analogous art, Fingerman teaches charging the user a first price in connection with the access duration; and charging the user a second price in connection with the extended access duration, wherein the first price is different from the second price (Table I - Col 7: lines 41-54, Col 10: lines 46-53 teaches different prices for an initial access duration, and a second price for an extended access duration, where the second price different from the first).

Therefore, it would have been obvious to a person of ordinary skill in the art to modify the system of Goode, Vellandi, and Noguchi to include charging the user a first price in connection with the access duration; and charging the user a second price in connection with the extended access duration, wherein the first

price is different from the second price, as taught by Fingerman, for the

advantage of providing the distributor additional revenue, and allowing users to

purchase and extend access to desired content for a portion of the price,

providing greater convenience and financial flexibility for the viewer.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time

policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later

than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to JASON K. LIN whose telephone number is (571)270-

1446. The examiner can normally be reached on 10AM - 6PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Brian Pendleton can be reached on (571)272-7527. The fax phone number

for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the

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system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Jason Lin/
Examiner, Art Unit: 2425

/Brian T Pendleton/
Supervisory Patent Examiner, Art Unit 2425